



19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: \_\_\_\_\_

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account No.		39. S/R Voucher Number	40. Paid By		
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 68
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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC			

SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	MAR/2006

(a) Contract Number W56HZV-07-D-G217 is awarded to AMECO. The Government accepts your proposal dated March 12, 2007, with all changes made during discussions incorporated, in response to Solicitation Number: W56HZV-07-D-G217, signed by Paul R. Camp, Executive Director of your company.

(b) The contractor, in his proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) The 36-month/60,000 mile warranty, offered by the contractor in his proposal, is hereby accepted by the Government and incorporated into this contract by reference.

(d) AMECO's Individual Subcontracting Plan dated 12 March 2007, approved by the US Government on 14 May 2007, is incorporated in this contract by reference.

(e) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required.

(f) The following Amendment(s) to the solicitation are incorporated into this contract: Amendment 0001, Amendment 0002, Amendment 0003, Amendment 0004 and Amendment 0005.

[End of Clause]

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PIIN/SIIN W56HZV-07-D-G217		MOD/AMD			
Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>@@</p> <p>(End of narrative A001)</p>				
0011	SECURITY CLASS: Unclassified				
0011AA	<p><u>FIRST ORDERING YEAR - HARDWARE</u></p> <p>*** <u>THIS CLIN 0011AA IS FOR FOB ORIGIN AFGHANISTAN DIESEL REQUIREMENTS</u> ***</p> <p>NOUN: LIGHT UTILITY TRUCK (DIESEL),IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION,(ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p>EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN AFGHAN DARI (I/A/W C.1.1.4). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF</p>		EA	\$ 32,640.00000	

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIN W56HZV-07-D-G217 MOD/AMD	Page 5 of 68
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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011BA	<p data-bbox="264 333 602 354"><u>FIRST ORDERING YEAR - HARDWARE</u></p> <p data-bbox="264 441 696 487">*** <u>THIS CLIN 0011BA IS FOR FOB ORIGIN</u> <u>IRAQ DIESEL REQUIREMENTS</u> ***</p> <p data-bbox="264 520 748 646">NOUN: LIGHT UTILITY TRUCK (DIESEL), IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p data-bbox="264 680 764 963">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="446 1050 699 1071">(End of narrative B001)</p> <p data-bbox="264 1157 501 1178"><u>Packaging and Marking</u></p> <p data-bbox="264 1234 751 1255">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="446 1289 699 1310">(End of narrative D001)</p> <p data-bbox="264 1396 547 1417"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1421 724 1442">INSPECTION: Origin      ACCEPTANCE: Origin</p> <p data-bbox="264 1476 456 1497">FOB POINT: Origin</p>		EA	\$ 31,332.00000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-G217 MOD/AMD	Page 6 of 68
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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011CA	<p data-bbox="261 331 602 354"><u>FIRST ORDERING YEAR - HARDWARE</u></p> <p data-bbox="261 438 696 487">*** <u>THIS CLIN 0011CA IS FOR FOB ORIGIN</u> <u>IRAQ GASOLINE REQUIREMENTS</u> ***</p> <p data-bbox="261 520 751 646">NOUN: LIGHT UTILITY TRUCK (GASOLINE), IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 003).</p> <p data-bbox="261 680 764 963">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="444 1050 699 1071">(End of narrative B001)</p> <p data-bbox="261 1157 501 1178"><u>Packaging and Marking</u></p> <p data-bbox="272 1234 751 1255">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="444 1289 699 1310">(End of narrative D001)</p> <p data-bbox="261 1396 547 1417"><u>Inspection and Acceptance</u></p> <p data-bbox="261 1421 724 1442">INSPECTION: Origin      ACCEPTANCE: Origin</p> <p data-bbox="261 1476 456 1497">FOB POINT: Origin</p>		EA	\$ 25,492.00000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-G217 MOD/AMD	Page 7 of 68
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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011DA	<p data-bbox="264 333 602 354"><u>FIRST ORDERING YEAR - HARDWARE</u></p> <p data-bbox="264 441 751 487">*** <u>THIS CLIN 0011DA IS FOR FOB DESTINATION IRAQ DIESEL REQUIREMENTS</u> ***</p> <p data-bbox="264 520 751 646">NOUN: LIGHT UTILITY TRUCK (DIESEL), IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p data-bbox="264 680 764 963">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="446 1050 699 1071">(End of narrative B001)</p> <p data-bbox="264 1157 501 1178"><u>Packaging and Marking</u></p> <p data-bbox="264 1234 751 1255">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="446 1289 699 1310">(End of narrative D001)</p> <p data-bbox="264 1396 547 1417"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1421 781 1442">INSPECTION: Origin      ACCEPTANCE: Destination</p> <p data-bbox="264 1476 514 1497">FOB POINT: Destination</p>		EA	\$ 35,242.00000	

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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011EA	<p data-bbox="264 333 602 354"><u>FIRST ORDERING YEAR - HARDWARE</u></p> <p data-bbox="264 441 751 487">*** <u>THIS CLIN 0011EA IS FOR FOB DESTINATION IRAQ GASOLINE REQUIREMENTS</u> ***</p> <p data-bbox="264 520 706 646">NOUN: LIGHT UTILITY TRUCK (GASOLINE),IN ACCORDANCE WITH SECTION C SCOPE OF WORK, SPECIFICATION,(ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 003).</p> <p data-bbox="264 680 764 963">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="446 1102 699 1123">(End of narrative B001)</p> <p data-bbox="264 1209 501 1230"><u>Packaging and Marking</u></p> <p data-bbox="264 1289 751 1310">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="446 1344 699 1365">(End of narrative D001)</p> <p data-bbox="264 1451 547 1472"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1476 781 1497">INSPECTION: Origin ACCEPTANCE: Destination</p> <p data-bbox="264 1530 514 1551">FOB POINT: Destination</p>		EA	\$ 29,398.00000	

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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	SECURITY CLASS: Unclassified				
0012AA	<p data-bbox="264 443 612 462"><u>SECOND ORDERING YEAR - HARDWARE</u></p> <p data-bbox="264 548 696 594">*** <u>THIS CLIN 0012AA IS FOR FOB ORIGIN</u> <u>AFGHANISTAN DIESEL REQUIREMENTS</u> ***</p> <p data-bbox="264 627 748 753">NOUN: LIGHT UTILITY TRUCK (DIESEL), IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p data-bbox="264 787 764 1071">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN AFGHAN DARI (I/A/W C.1.1.4). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="446 1157 699 1176">(End of narrative B001)</p> <p data-bbox="264 1262 501 1281"><u>Packaging and Marking</u></p> <p data-bbox="264 1346 751 1365">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="446 1398 699 1417">(End of narrative D001)</p> <p data-bbox="264 1503 547 1522"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1528 724 1547">INSPECTION: Origin      ACCEPTANCE: Origin</p> <p data-bbox="264 1581 456 1600">FOB POINT: Origin</p>		EA	\$ 32,949.00000	

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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012BA	<p data-bbox="264 333 612 354"><u>SECOND ORDERING YEAR - HARDWARE</u></p> <p data-bbox="264 441 695 487">*** THIS CLIN 0012BA IS FOR FOB ORIGIN IRAQ DIESEL REQUIREMENTS ***</p> <p data-bbox="264 520 748 646">NOUN: LIGHT UTILITY TRUCK (DIESEL), IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p data-bbox="264 680 764 963">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="446 1050 699 1071">(End of narrative B001)</p> <p data-bbox="264 1157 500 1178"><u>Packaging and Marking</u></p> <p data-bbox="264 1234 751 1255">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="446 1289 699 1310">(End of narrative D001)</p> <p data-bbox="264 1396 545 1417"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1421 724 1442">INSPECTION: Origin      ACCEPTANCE: Origin</p> <p data-bbox="264 1476 456 1497">FOB POINT: Origin</p>		EA	\$ 31,713.00000	

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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012CA	<p><u>SECOND ORDERING YEAR - HARDWARE</u></p> <p>*** <u>THIS CLIN 0012CA IS FOR FOB ORIGIN</u> <u>IRAQ GASOLINE REQUIREMENTS</u> ***</p> <p>NOUN: LIGHT UTILITY TRUCK (GASOLINE),IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION,(ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 003).</p> <p>EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 25,815.00000	

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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012DA	<p data-bbox="261 331 613 354"><u>SECOND ORDERING YEAR - HARDWARE</u></p> <p data-bbox="261 441 751 487">*** THIS CLIN 0012DA IS FOR FOB DESTINATION IRAQ DIESEL REQUIREMENTS ***</p> <p data-bbox="261 520 751 646">NOUN: LIGHT UTILITY TRUCK (DIESEL), IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p data-bbox="261 680 764 963">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="444 1075 699 1098">(End of narrative B001)</p> <p data-bbox="261 1182 501 1205"><u>Packaging and Marking</u></p> <p data-bbox="272 1262 751 1283">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="444 1316 699 1337">(End of narrative D001)</p> <p data-bbox="261 1421 547 1444"><u>Inspection and Acceptance</u></p> <p data-bbox="261 1446 781 1467">INSPECTION: Origin      ACCEPTANCE: Destination</p> <p data-bbox="261 1501 513 1522">FOB POINT: Destination</p>		EA	\$ 35,812.00000	

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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012EA	<p data-bbox="264 333 612 354"><u>SECOND ORDERING YEAR - HARDWARE</u></p> <p data-bbox="264 441 751 487">*** THIS CLIN 0012EA IS FOR FOB DESTINATION IRAQ GASOLINE REQUIREMENTS ***</p> <p data-bbox="264 520 706 646">NOUN: LIGHT UTILITY TRUCK (GASOLINE), IN ACCORDANCE WITH SECTION C SCOPE OF WORK, SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 003).</p> <p data-bbox="264 680 764 963">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="446 1102 699 1123">(End of narrative B001)</p> <p data-bbox="264 1209 501 1230"><u>Packaging and Marking</u></p> <p data-bbox="264 1289 751 1310">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="446 1344 699 1365">(End of narrative D001)</p> <p data-bbox="264 1451 547 1472"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1476 781 1497">INSPECTION: Origin      ACCEPTANCE: Destination</p> <p data-bbox="264 1530 513 1551">FOB POINT: Destination</p>		EA	\$ 29,907.00000	

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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	SECURITY CLASS: Unclassified				
0013AA	<p data-bbox="264 443 602 462"><u>THIRD ORDERING YEAR - HARDWARE</u></p> <p data-bbox="264 548 696 594">*** <u>THIS CLIN 0013AA IS FOR FOB ORIGIN</u> <u>AFGHANISTAN DIESEL REQUIREMENTS</u> ***</p> <p data-bbox="264 627 748 753">NOUN: LIGHT UTILITY TRUCK (DIESEL), IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p data-bbox="264 787 764 1071">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN AFGHAN DARI (I/A/W C.1.1.4). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="444 1157 699 1176">(End of narrative B001)</p> <p data-bbox="264 1262 501 1281"><u>Packaging and Marking</u></p> <p data-bbox="274 1344 751 1360">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="444 1396 699 1415">(End of narrative D001)</p> <p data-bbox="264 1501 547 1520"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1528 724 1547">INSPECTION: Origin      ACCEPTANCE: Origin</p> <p data-bbox="264 1581 456 1600">FOB POINT: Origin</p>		EA	\$ 33,349.00000	

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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013BA	<p data-bbox="264 333 602 354"><u>THIRD ORDERING YEAR - HARDWARE</u></p> <p data-bbox="264 441 696 487">*** <u>THIS CLIN 0013BA IS FOR FOB ORIGIN</u> <u>IRAQ DIESEL REQUIREMENTS</u> ***</p> <p data-bbox="264 520 751 646">NOUN: LIGHT UTILITY TRUCK (DIESEL), IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p data-bbox="264 680 764 963">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="446 1050 699 1071">(End of narrative B001)</p> <p data-bbox="264 1157 501 1178"><u>Packaging and Marking</u></p> <p data-bbox="274 1234 751 1255">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="446 1289 699 1310">(End of narrative D001)</p> <p data-bbox="264 1396 547 1417"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1421 724 1442">INSPECTION: Origin      ACCEPTANCE: Origin</p> <p data-bbox="264 1476 456 1497">FOB POINT: Origin</p>		EA	\$ 32,099.00000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-G217 MOD/AMD	Page 16 of 68
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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013CA	<p data-bbox="264 333 602 354"><u>THIRD ORDERING YEAR - HARDWARE</u></p> <p data-bbox="264 441 696 487">*** <u>THIS CLIN 0013CA IS FOR FOB ORIGIN</u> <u>IRAQ GASOLINE REQUIREMENTS</u> ***</p> <p data-bbox="264 520 748 646">NOUN: LIGHT UTILITY TRUCK (GASOLINE),IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION,(ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 003).</p> <p data-bbox="264 680 764 963">EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p data-bbox="446 1050 699 1071">(End of narrative B001)</p> <p data-bbox="264 1157 501 1178"><u>Packaging and Marking</u></p> <p data-bbox="264 1234 751 1255">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="446 1289 699 1310">(End of narrative D001)</p> <p data-bbox="264 1396 547 1417"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1421 724 1442">INSPECTION: Origin      ACCEPTANCE: Origin</p> <p data-bbox="264 1476 456 1497">FOB POINT: Origin</p>		EA	\$ 26,141.00000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-G217 MOD/AMD	Page 17 of 68
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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013DA	<p>THIRD ORDERING YEAR - HARDWARE</p> <p>*** THIS CLIN 0013DA IS FOR FOB DESTINATION IRAQ DIESEL REQUIREMENTS ***</p> <p>NOUN: LIGHT UTILITY TRUCK (DIESEL), IN ACCORDANCE WITH THE SECTION C SCOPE OF WORK, THE CONTRACT SPECIFICATION, (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002).</p> <p>EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		EA	\$ 36,395.00000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-G217 MOD/AMD	Page 18 of 68
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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013EA	<p><u>THIRD ORDERING YEAR - HARDWARE</u></p> <p>*** <u>THIS CLIN 0013EA IS FOR FOB DESTINATION IRAQ GASOLINE REQUIREMENTS</u> ***</p> <p>NOUN: LIGHT UTILITY TRUCK (GASOLINE),IN ACCORDANCE WITH SECTION C SCOPE OF WORK, SPECIFICATION,(ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 003).</p> <p>EACH TRUCK SHALL BE SHIPPED WITH TWO COMMERCIAL-OFF-THE-SHELF OPERATOR MANUALS, ONE IN ENGLISH, AND ONE IN ARABIC (I/A/W C.1.1.5). IF BOTH OPERATOR MANUALS ARE OVERPACKED WITH THE HARDWARE, 100% OF THE UNIT PRICE WILL BE PAID UPON ACCEPTANCE. IF ONE OR MORE OPERATOR MANUALS ARE NOT OVERPACKED WITH THE HARDWARE, 80% WILL BE PAID UPON ACCEPTANCE OF THE HARDWARE AND THE REMAINING 20% WILL BE PAID WHEN BOTH OPERATOR MANUALS HAVE BEEN RECEIVED AND ACCEPTED.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		EA	\$ 30,434.00000	

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	SECURITY CLASS: Unclassified				
0021AA	<p>FIRST ORDERING YEAR - POLICE PACKAGE</p> <p>*** THIS CLIN 0021AA IS FOR FOB ORIGIN (POLICE PACKAGE)REQUIREMENTS ***</p> <p>NOUN: POLICE PACKAGE (INSTALLED ON VEHICLE) IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.1.1, CONTRACT SPECIFICATIONS PARAGRAPH 19 (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRES (ATTACHMENT 002 and 003).</p> <p>(End of narrative B001)</p> <p>Packaging and Marking</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 975.00000	

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021BA	<p><u>FIRST ORDERING YEAR - POLICE PACKAGE</u></p> <p>*** <u>THIS CLIN 0021BA IS FOR FOB DESTINATION</u> <u>(POLICE PACKAGE)REQUIREMENTS</u> ***</p> <p>NOUN: POLICE PACKAGE (INSTALLED ON VEHICLE) IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.1.1, CONTRACT SPECIFICATIONS PARAGRAPH 19 (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRES (ATTACHMENT 002 AND 003).</p> <p>UNIT PRICE FOR A POLICE PACKAGE NOT INSTALLED ON A VEHICLE (SHIPPED SEPARATELY): \$1,005.00</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		EA	\$ 975.00000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-G217 MOD/AMD	Page 21 of 68
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Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	SECURITY CLASS: Unclassified				
0022AA	<p data-bbox="266 441 678 462"><u>SECOND ORDERING YEAR - POLICE PACKAGE</u></p> <p data-bbox="266 573 695 621">*** <u>THIS CLIN 0022AA IS FOR FOB ORIGIN</u> <u>(POLICE PACKAGE)REQUIREMENTS</u> ***</p> <p data-bbox="254 653 846 779">NOUN: POLICE PACKAGE (INSTALLED ON VEHICLE) IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.1.1, CONTRACT SPECIFICATIONS PARAGRAPH 19 (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRES (ATTACHMENT 002 AND 003).</p> <p data-bbox="444 840 699 858">(End of narrative B001)</p> <p data-bbox="266 945 501 963"><u>Packaging and Marking</u></p> <p data-bbox="274 1024 751 1043">STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p data-bbox="444 1077 699 1096">(End of narrative D001)</p> <p data-bbox="266 1182 547 1203"><u>Inspection and Acceptance</u></p> <p data-bbox="266 1209 724 1228">INSPECTION: Origin      ACCEPTANCE: Origin</p> <p data-bbox="266 1262 456 1281">FOB POINT: Origin</p>		EA	\$ 1,004.00000	

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022BA	<p><u>SECOND ORDERING YEAR - POLICE PACKAGE</u></p> <p>*** <u>THIS CLIN 0022BA IS FOR FOB DESTINATION</u> <u>(POLICE PACKAGE)REQUIREMENTS</u> ***</p> <p>NOUN: POLICE PACKAGE (INSTALLED ON VEHICLE) IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.1.1, CONTRACT SPECIFICATIONS PARAGRAPH 19 (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRES (ATTACHMENT 002 AND 003).</p> <p>UNIT PRICE FOR A POLICE PACKAGE NOT INSTALLED ON A VEHICLE (SHIPPED SEPARATELY): \$1,035.00</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		EA	\$ 1,004.00000	

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	SECURITY CLASS: Unclassified				
0023AA	<p><u>THIRD ORDERING YEAR - POLICE PACKAGE</u></p> <p>*** <u>THIS CLIN 0023AA IS FOR FOB ORIGIN</u> <u>(POLICE PACKAGE)REQUIREMENTS</u> ***</p> <p>NOUN: POLICE PACKAGE (INSTALLED ON THE VEHICLE) IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.1.1, CONTRACT SPECIFICATIONS PARAGRAPH 19 (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRES (ATTACHMENT 002 AND 003).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p>		EA	\$ 1,034.00000	

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023BA	<p><u>THIRD ORDERING YEAR - POLICE PACKAGE</u></p> <p>*** <u>THIS CLIN 0023BA IS FOR FOB DESTINATION</u> <u>(POLICE PACKAGE)REQUIREMENTS</u> ***</p> <p>NOUN: POLICE PACKAGE (INSTALLED ON VEHICLE) IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.1.1, CONTRACT SPECIFICATIONS PARAGRAPH 19 (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRES (ATTACHMENT 002 AND 003).</p> <p>UNIT PRICE FOR A POLICE PACKAGE NOT INSTALLED ON A VEHICLE (SHIPPED SEPARATELY): \$1,066.00</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p>		EA	\$ 1,034.00000	

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	SECURITY CLASS: Unclassified				
0031AA	<p><u>PARTS - FOB ORIGIN DIESEL (1ST YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT B001.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT B001, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB: ORIGIN</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	SECURITY CLASS: Unclassified				
0032AA	<p><u>PARTS - FOB ORIGIN DIESEL (2ND YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT B002.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT B002, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB: ORIGIN</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	SECURITY CLASS: Unclassified				
0033AA	<p><u>PARTS - FOB ORIGIN DIESEL (3RD YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT B003.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT B003, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB: ORIGIN</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	SECURITY CLASS: Unclassified				
0041AA	<p><u>PARTS - FOB DEST IRAQ DIESEL (1ST YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT C001.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT C001, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	SECURITY CLASS: Unclassified				
0042AA	<p><u>PARTS - FOB DEST IRAQ DIESEL (2ND YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT C002.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT C002, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	SECURITY CLASS: Unclassified				
0043AA	<p><u>PARTS - FOB DEST IRAQ DIESEL (3RD YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT C003.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT C003, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	SECURITY CLASS: Unclassified				
0051AA	<p><u>PARTS- FOB ORIGIN GASOLINE (1ST YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT D001.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT D001, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB: ORIGIN</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	SECURITY CLASS: Unclassified				
0052AA	<p><u>PARTS- FOB ORIGIN GASOLINE (2ND YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT D002.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT D002, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB: ORIGIN</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	SECURITY CLASS: Unclassified				
0053AA	<p><u>PARTS- FOB ORIGIN GASOLINE (3RD YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT D003.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT D003, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB: ORIGIN</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	SECURITY CLASS: Unclassified				
0061AA	<p><u>PARTS - FOB DEST IRAQ GASOLINE (1ST YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT E001.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT E001, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	SECURITY CLASS: Unclassified				
0062AA	<p><u>PARTS - FOB DEST IRAQ GASOLINE (2ND YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT E002.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT E002, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	SECURITY CLASS: Unclassified				
0063AA	<p><u>PARTS - FOB DEST IRAQ GASOLINE (3RD YEAR)</u></p> <p>NOUN: SCHEDULED SERVICE MAINTENANCE PARTS AND REPAIR PARTS IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.2 AND EXHIBIT E003.</p> <p>THE GOVERNMENT MAY ORDER ALL OF THE PARTS LISTED IN EXHIBIT E003, OR ONE OR MORE OF THE PART(S) BY ISSUANCE OF DELIVERY ORDER(S).</p> <p>(End of narrative B001)</p> <p>STANDARD COMMERCIAL PRACTICE FOR PACKAGING.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p>FOB: DESTINATION</p> <p>(End of narrative F001)</p>		LO		

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	SECURITY CLASS: Unclassified				
1001AA	<u>TECHNICAL DATA</u>  TECHNICAL DATA AS SET FORTH IN CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) HEREINAFTER REFERRED TO AS EXHIBIT A.  (End of narrative B001)				
A001	<u>PRODUCTION DELIVERY AND SCHEDULE REPORT</u>  SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination  FOB POINT: Destination  SHIP TO: (Y00003)SEE NARRATIVE ON DD 1423	1	MO	\$** NSP **	\$** NSP **

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SECURITY CLASS: Unclassified				
2001AA	<u>ONE TIME TRANSLATION COST</u>  NOUN: ONE-TIME COST FOR TRANSLATING ENGLISH OPERATOR MANUALS TO AFGHAN DARI  THE TRANSLATION COST WILL BE PROCURED ON THE FIRST DELIVERY ORDER FOR VEHICLES TO AFGHANISTAN.  (End of narrative B001)				\$ 30,000.00

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB	<p><u>ONE TIME TRANSLATION COST</u></p> <p><u>TRANSLATION COST:</u></p> <p>NOUN: ONE-TIME COST FOR TRANSLATING ENGLISH OPERATOR MANUALS TO ARABIC</p> <p>THE TRANSLATION COST WILL BE PROCURED ON THE FIRST DELIVERY ORDER FOR VEHICLES TO IRAQ.</p> <p>(End of narrative B001)</p>			\$__0.00__	

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC	<p><u>ONE TIME COST FOR SETUP/NON-RECURRING</u></p> <p><u>SETUP/NON-RECURRING:</u></p> <p>NOUN: ONE-TIME COST FOR SETUP/NON-RECURRING TOOLING IN ACCORDANCE WITH THE SCOPE OF WORK PARAGRAPH C.1.1.2.</p> <p>THE SETUP/NON-RECURRING TOOLING COST (IF ANY) WILL BE PROCURED ON THE FIRST DELIVERY ORDER.</p> <p>(End of narrative B001)</p>			\$__0.00__	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page 41 of 68</b>
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**Name of Offeror or Contractor:** AMERICAN EQUIPMENT COMPANY INC

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-4457 (TACOM)	LONG TERM CONTRACTS - FOB DESTINATION	OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: 100% to Iraq.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-D-G217 <b>MOD/AMD</b>	<b>Page 42 of 68</b>
<b>Name of Offeror or Contractor:</b> AMERICAN EQUIPMENT COMPANY INC		

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Statement of Work (SOW): This SOW clearly identifies the requirements necessary to support the Afghanistan and Iraq Security Forces (police and military).

C.1.1 Hardware Specification (CLINs 0011AA-0011EA, 0012AA-0012EA, 0013AA-0013EA): The Contractor shall provide a Light Utility Truck (LUT) in accordance with the Specification (Attachment 001). The LUTs shall have a diesel engine for CLINs 0011AA, 0011BA, 0011DA, 0012AA, 0012BA, 0012DA, 0013AA, 0013BA, and 0013DA in accordance with Paragraph 5.2.1 of the Specification. The LUTs shall have a gasoline engine for CLINs 0011CA, 0011EA, 0012CA, 0012EA, 0013CA and 0013EA in accordance with Paragraph 5.2.2 of the Specification. In addition to meeting the specification, the delivered LUT must comply with the Technical Information Questionnaire (Attachment 002). All hardware provided under this contract is expected to operate 36,000 miles per year.

C.1.1.1 Police Package: (CLINs 0021AA, 0021BA, 0022AA, 0022AA, 0023AA, 0023BA): The Police Package, in accordance with the Specification (Attachment 001, paragraph 19), shall be installed on the LUT when ordered on individual delivery orders. There are CLINs for each year to support FOB Origin as well as FOB Destination transportation.

C.1.1.2 One Time Setup/Non-Recurring Tooling (CLIN 2001AC): The Contractor, if necessary for this contract, shall perform setup, including non-recurring tooling, for providing the hardware items.

C.1.1.3 Security: For FOB Destination Iraq only, the Contractor shall be responsible for all security and transportation requirements for the equipment and its personnel until the time of acceptance in Iraq.

C.1.1.4 Afghan Dari Operator Manuals: For CLINs 0011AA, 0012AA and 0013AA, each delivered LUT shall be over packed with two commercial-off-the-shelf (COTS) operator manuals, one in English, one in Afghan Dari. Both manuals shall contain identical information.

C.1.1.5 Arabic Operator Manuals: For CLINs 0011BA, 0011CA, 0011DA, 0011EA, 0012BA, 0012CA, 0012DA, 0012EA, 0013BA, 0013CA, 0013DA, 0013EA, each delivered LUT shall be over packed with two commercial-off-the-shelf (COTS) operator manuals, one in English, one in Arabic. Both manuals shall contain identical information.

C.1.2 Scheduled Maintenance Parts and Repair Parts (CLINs 0031AA-0033AA, 0041AA-0043AA, 0051AA-0053AA and 0061AA-0063AA): The Contractor shall provide required Scheduled Maintenance and Repair Parts in accordance with Exhibit B (1st Year, 2nd year, and 3rd year), Exhibit C (1st year, 2nd Year, and 3rd year), Exhibit D (1st year, 2nd year, and 3rd Year), and Exhibit E (1st year, 2nd year, and 3rd Year). The Scheduled Maintenance and Repair Parts are required to perform scheduled and repair maintenance during a single year of usage at 36,000 miles per year in the climate, environment, and landscape of Afghanistan and Iraq.

C.2 Complete Assembly: At the point of acceptance, equipment must be fully assembled and in final configuration.

C.3 Dealer Support in Southwest Asia (SWA): The Contractor must have an established dealer before contract award within the non-terrorist countries of the Southwest Asia region, and must maintain this established dealer during the life of the contract. Dealer support shall include, but not be limited to, warranty support, spare and repair parts support, and routine maintenance of the equipment.

C.4 Warranty

C.4.1 Material and Workmanship Warranty: The Contractor warrants that the end items will be free from defects in material and workmanship and will conform to the requirements of this contract for the duration of 12 months from the date of hand-off as defined below, or after the hardware has been operated at 36,000 miles, whichever is earlier. This warranty covers all contract items, parts, and labor, except for normal wear and tear, accident damage, misuse, alterations, combat damage, damage due to lack of maintenance or use of lubricants/fluids not recommended, normal maintenance, and scheduled service items such as filters, screens, fluids, windshield wipers, and brake shoes. In the event of a failure under this warranty, the Contractor shall provide the necessary parts and labor to make repairs within 72 hours of notification at a location in SWA designated by the U.S. Government.

The warranty begins at hand-off by the U.S. Government to the Government of Afghanistan or Iraq. (Definition of hand-off: The U.S. Government will notify the contractor when the items have been handed off to the Government of Afghanistan or Iraq.) Notwithstanding inspection and acceptance by the U.S. Government of the end items and services provided under the contract, or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the hardware conforms to the performance and manufacturing requirements specifically delineated in this specification/contract and conforms to the performance requirements defined in this statement of work.

To the extent the Contractor's suppliers normally provide a commercial or trade practices warranty that exceeds the contract warranty, the Contractor shall pass the identical warranty to the Government of Afghanistan or Iraq. The Contractor shall provide a list of the warranted parts and assemblies to the Procuring Contracting Officer (PCO) 30 days after contract award. The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the coverage and duration of the warranty. Actual copies of subcontractor/vendor warranties shall also be provided to the PCO no later than 60 days after contract award.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-D-G217 <b>MOD/AMD</b>	<b>Page 43 of 68</b>
<b>Name of Offeror or Contractor:</b> AMERICAN EQUIPMENT COMPANY INC		

C.4.2 Warranty Administration: The Contractor shall be responsible for administering all pass-through warranties to the terms of the supplier warranty. Pass-through warranties will start at the time specified by the Contractor's suppliers. All remedies which the Government of Afghanistan or Iraq may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost for the warranty shall be included in the price of each item.

C.5 New Material: Only new material shall be provided.

C.6 Export License: For FOB Destination Iraq only, the Contractor shall obtain all export and other required licenses in order to perform under this contract and meet the delivery schedule set forth herein and under each order placed under the terms of this Requirements contract.

C.7 Safety: The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to Afghanistan or Iraq, except where Federal Motor Vehicle Safety Standards (FMVSS) are required by the vehicle specification and the proposed contract.

C.8 Progress and Delivery Schedule Report: The Contractor shall provide to the U.S. Government a status report on the 1st of each month after contract award, in accordance with CDRL A001 (under Exhibit A). The report shall show the progress of production completion. The report shall include the Contract Number, Delivery Order Number, CLINS, and quantity of hardware produced.

\*\*\* END OF NARRATIVE C 0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-D-G217 <b>MOD/AMD</b>	<b>Page 44 of 68</b>
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PACKAGING AND MARKING

D.1                      252.211-7006                      RADIO FREQUENCY IDENTIFICATION                      05/01/2006

**ADDITIONAL INFORMATION:** All shipments of vehicles and equipment to the Southwest Asia region must have RFID tags. THIS SUPERCEDES ANY REFERENCE IN THIS CLAUSE THAT STATES OTHERWISE.

Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause  
Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.  
Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.  
Electronic Product Code\'99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.  
EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.  
Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.  
Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.  
Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until September 30, 2006, the acceptable tags are
  - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
  - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.
- (2) Beginning October 1, 2006, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after September 30, 2006.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.  
Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that
  - (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:
    - (A) Subclass of Class I Packaged operational rations.
    - (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
    - (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

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- (D) Class IV Construction and barrier materials.
- (E) Class VI Personal demand items (non-military sales items).
- (F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).
- (G) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and
- (ii) Are being shipped to any of the following locations:
  - (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
  - (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
  - (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
  - (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
  - (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
  - (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
  - (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
  - (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
  - (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
  - (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
  - (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
  - (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
  - (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
  - (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
  - (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
  - (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
  - (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
  - (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
  - (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
  - (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
  - (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

- (1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;
- (2) Each passive tag is readable; and
- (3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at [http://www.epcglobalinc.org/standards\\_technology/specifications.html](http://www.epcglobalinc.org/standards_technology/specifications.html).

- (1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.
- (2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

[End of Clause]

\*\*\* END OF NARRATIVE D 0001 \*\*\*

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
2	(52.246-4006)	INSPECTION POINT: ORIGIN; ACCEPTANCE POINT: DESTINATION	FEB/1995

For FOB Destination to Iraq only, the Government's inspection of the supplies offered under this contract shall take place at ORIGIN. The Government's acceptance of the supplies offered under this order shall take place at DESTINATION. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection. The destination acceptance address will be provided in individual delivery order(s).

Contractor's Plant: Ford Motor Company, Chamberlian Lane, Louisville, KY 40202  
(Name and Address)

Subcontractor's Plant: Autoport, 203 Pigeon Point Road, New Castle, DE 19720  
(Name and Address)

[End of Clause]

3	(52.246-4028)	INSPECTION AND ACCEPTANCE POINTS: ORIGIN	NOV/2005
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For FOB Origin to Afghanistan or Iraq, the Government's inspection and acceptance of the supplies offered under this contract shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract will be available for inspection/acceptance.

INSPECTION POINT: Autoport 3DFG6  
203 Pigeon Point Road, New Castle, DE 19720

ACCEPTANCE POINT: Autoport 3DFG6  
203 Pigeon Point Road, New Castle, DE 19720

[End of Clause]

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-D-G217      MOD/AMD</p>	<p style="text-align: center;"><b>Page 47 of 68</b></p>
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**Name of Offeror or Contractor:** AMERICAN EQUIPMENT COMPANY INC

DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
1	52.247-29	F.O.B. ORIGIN	FEB/2006
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
5	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
6	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

7	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

8	52.247-4010 (TACOM)	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS	FEB/1994
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(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

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(1) Facilities for shipping by rail

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

\_\_\_\_\_  
(NAME) (LOCATION)

(3) Facilities for shipping by water

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[ ] are  
[ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:\_\_\_\_\_/Unit      MOTOR:\_\_\_\_\_/Unit      WATER:\_\_\_\_\_/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Clause]

#### F.1 DELIVERY SCHEDULE FOR DELIVERY ORDERS

(a) DEFINITIONS:

(1) DARO means the number of days after receipt of order when you must deliver the stated quantity of supplies.

(2) DELIVERY is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

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**Name of Offeror or Contractor:** AMERICAN EQUIPMENT COMPANY INC

(b) CONTRACTOR'S PROPOSED SCHEDULE:

- (1) U.S. GOVERNMENT'S TOTAL ESTIMATED INITIAL ORDER QUANTITY OF 176 TRUCKS  
WITH DIESEL ENGINES FOR FOB DESTINATION TO IRAQ:

If a delivery order is issued for the entire evaluated quantity, the delivery schedule will be as follows:

DAYS AFTER RECEIPT OF ORDER (DARO): 30 60 90 120 150 180 210 220 240 270 300 330

NUMBER OF UNITS IN EACH SHIPMENT: \_ \_ \_ \_ \_ X \_ \_ \_ \_

- (2) U.S. GOVERNMENT'S TOTAL ESTIMATED INITIAL ORDER QUANTITY OF 295 TRUCKS  
WITH GASOLINE ENGINES (INSTALLED WITH POLICE PACKAGE 0021BA) FOR FOB DESTINATION TO IRAQ:

If a delivery order is issued for the entire evaluated quantity, the delivery schedule will be as follows:

DAYS AFTER RECEIPT OF ORDER (DARO): 30 60 90 120 150 180 210 240 270 300 330

NUMBER OF UNITS IN EACH SHIPMENT: \_ \_ \_ X \_ \_ \_ \_ \_

- (3) HARDWARE CLINS WITH DIESEL ENGINES FOR FOB ORIGIN (SEE NOTE BELOW)  
(CLINs 0011AA/0012AA/0013AA/0011BA/0012BA/0013BA)

(i) For delivery orders placed for any quantity, I will start deliveries \_220\_ DARO. I will deliver a quantity of \_250\_ every 30 days. I can deliver a maximum quantity of \_700\_ every 30 days.

- (4) HARDWARE CLINS WITH GASOLINE ENGINES FOR FOB ORIGIN  
(CLINs 0011CA/0012CA/0013CA)

(i) For delivery orders placed for any quantity, I will start deliveries \_100\_ DARO. I will deliver a quantity of \_250\_ every 30 days. I can deliver a maximum quantity of \_500\_ every 30 days.

- (5) HARDWARE CLINS WITH DIESEL ENGINES FOR FOB DESTINATION TO IRAQ (SEE NOTE BELOW)  
(CLINs 0011DA/0012DA/0013DA)

(i) For delivery orders placed for any quantity, I will start deliveries \_250\_ DARO. I will deliver a quantity of \_250\_ every 30 days. I can deliver a maximum quantity of \_700\_ every 30 days.

- (6) HARDWARE CLINS WITH GASOLINE ENGINES FOR FOB DESTINATION TO IRAQ  
(CLINs 0011EA/0012EA/0013EA)

(i) For delivery orders placed for any quantity, I will start deliveries \_130\_ DARO. I will deliver a quantity of \_250\_ every 30 days. I can deliver a maximum quantity of \_500\_ every 30 days.

NOTE: ONLY FILL OUT #7 AND #8 BELOW IF OBTAINING THE POLICE PACKAGE WILL RESULT IN LONGER DELIVERY FOR EITHER GAS OR DIESEL VEHICLES. THE POLICE PACKAGES WILL BE ORDERED WITH RESPECTIVE AMOUNTS OF VEHICLES.

- (7) POLICE PACKAGE CLINS FOR FOB ORIGIN  
(CLINs 0021AA-0023AA and 0021BA-0023BA)

(i) For delivery orders placed for any quantity, I will start deliveries \_\_\_\_ DARO. I will deliver a quantity of \_\_\_\_ every 30 days. I can deliver a maximum quantity of \_\_\_\_ every 30 days.

- (8) POLICE PACKAGE CLINS FOR FOB DESTINATION  
(CLINs 0021BA/0022BA/0021BA)

(i) For delivery orders placed for any quantity, I will start deliveries \_\_\_\_ DARO. I will deliver a quantity of \_\_\_\_ every 30 days. I can deliver a maximum quantity of \_\_\_\_ every 30 days.

- (9) SCHEDULED MAINTENANCE AND REPAIR PARTS CLINS FOR FOB ORIGIN DIESEL (CLINs 0031AA-0033AA: IN ACCORDANCE WITH EXHIBIT B (B001-B003)).

(i) For delivery orders placed for any quantity (one or more or all parts), I will start deliveries \_10\_ DARO. I will deliver a quantity of \_19,000\_ every 30 days. I can deliver a maximum quantity of \_19,000\_ every 30 days.

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- (10) SCHEDULED MAINTENANCE AND REPAIR PARTS CLINS FOR FOB DESTINATION IRAQ DIESEL (CLINs 0041AA-0043AA: IN ACCORDANCE WITH EXHIBIT C (C001-C003)).
- (i) For delivery orders placed for any quantity (one or more or all parts), I will start deliveries \_50\_ DARO. I will deliver a quantity of \_19,000\_ every 30 days. I can deliver a maximum quantity of \_19,000\_ every 30 days.
- (11) SCHEDULED MAINTENANCE AND REPAIR PARTS CLINS FOR FOB ORIGIN GASOLINE (CLINs 0051AA-0053AA: IN ACCORDANCE WITH EXHIBITS D (D001-D003)).
- (i) For delivery orders placed for any quantity (one or more or all parts), I will start deliveries \_10\_ DARO. I will deliver a quantity of \_15,520\_ every 30 days. I can deliver a maximum quantity of \_19,000\_ every 30 days.
- (12) SCHEDULED MAINTENANCE AND REPAIR PARTS CLINS FOR FOB DESTINATION IRAQ GASOLINE (CLINs 0061AA-0063AA: IN ACCORDANCE WITH EXHIBIT E (E001-E003)).
- (i) For delivery orders placed for any quantity (one or more or all parts), I will start deliveries \_50\_ DARO. I will deliver a quantity of \_19,000\_ every 30 days. I can deliver a maximum quantity of \_19,000\_ every 30 days.
- (c ) If an order for hardware units is placed before a previous order is completely manufactured, the delivery schedule shall continue at the same rate as that stated in (b)(5)-(9).
- (d) You can accelerate delivery after contract award at no additional cost to the Government.

\*\*\*\*\*Note: Note on Diesel Engine Units: The Ford high sulphur engine will not start in production until July 2007, as such the DAROs for diesel production are only defined by DAROs of 250 FOB Destination and 220 FOB Origin, for orders placed between April and July 2007. Orders placed after July will attract DAROs as follows:

Clin  
0011AA / 0012AA / 0013AA 100 DARO  
0011BA / 0012BA / 0013BA 100 DARO  
0011DA / 0012DA / 0013DA 130 DARO

In reality only initial diesel orders placed in April will be at 250 (Destination) and 220 (Origin) DARO, with each month closer to July the DARO will reduce by 30 days, (i.e. orders placed on 1st May 2007 will have DAROs of 220 (Destination) and 190 (Origin) respectively) until production starts and normal DAROs as above take effect. There are no production restraints after July 2007.

\*\*\* END OF NARRATIVE F 0001 \*\*\*

F.2 SHIPPING INSTRUCTIONS/FINAL DELIVERY POINT:

For FOB Destination Iraq requirements, delivery will be to Umm Qasr, Iraq. The final delivery point is less than one (1) mile from the port of Umm Qasr. The contractor (or the contractor's freight forwarder) is responsible to off-load vehicles and equipment and deliver them to this delivery point.

Definitive shipping instructions for FOB Destination Umm Qasr, Iraq including the final delivery point will be provided in the individual delivery order(s).

Shipping instructions will be provided in the individual delivery order(s) for FOB Origin Iraq, Afghanistan and other countries.

\*\*\* END OF NARRATIVE F 0002 \*\*\*

Name of Offeror or Contractor: AMERICAN EQUIPMENT COMPANY INC

CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.204-7006	BILLING INSTRUCTIONS	OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

2	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

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SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
2	252.225-7013	DUTY-FREE ENTRY	JUN/2005
3	252.225-7040	CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (Deviation per OSD memo 25 Jan 2007))	JUN/2006

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

- (b) General.
- (1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--
- (i) Contingency operations;
  - (ii) Humanitarian or peacekeeping operations; or
  - (iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

- (c) Support.
- (1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.
- (2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (1) All required security and background checks are complete and acceptable.

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(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html> ).

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

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(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons--

- (i) Are adequately trained;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or exercises designated by the Combatant Commander.

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4                    52.204-4005                    REQUIRED USE OF ELECTRONIC CONTRACTING                    SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

5                    52.225-4040                    ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED                    JUN/2005  
(TACOM)                    CONTRACTORS

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and

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(4) Upon exiting the Theatre of Operations.

[End of Clause]

6      52.246-4026      LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS      SEP/2006  
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

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CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
3	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
4	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
5	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
6	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS	FEB/2006
7	52.247-29	F.O.B. ORIGIN	JUN/1988
8	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
9	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
10	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
11	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	MAR/2007

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[ XX ] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[ ] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

[ XX ] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

[ ] (4) [Reserved]

(5)

[ ] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

[ ] (ii) Alternate I (Oct 1995) of 52.219-6.

[ ] (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

[ ] (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

[ ] (ii) Alternate I (Oct 1995) of 52.219-7.

[ ] (iii) Alternate II (Mar 2004) of 52.219-7.

[ XX ] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

[ XX ] (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

[ ] (ii) Alternate I (Oct 2001) of 52.219-9.

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[ ] (iii) Alternate II (Oct 2001) of 52.219-9.

[ ] (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(10)

[ ] (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[ ] (ii) Alternate I (June 2003) of 52.219-23.

[ XX ] (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ] (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

[ XX ] (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

[ XX ] (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

[ XX ] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[ XX ] (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

[ XX ] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[ XX ] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

[ XX ] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[ XX ] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)

[ ] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

[ ] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[ ] (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

(24)

[ ] (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

[ ] (ii) Alternate I (Jan 2004) of 52.225-3.

[ ] (iii) Alternate II (Jan 2004) of 52.225-3.

[ ] (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[ XX ] (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

[ ] (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

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[ ] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ XX ] (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

[ XX ] (32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

[ ] (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

[ ] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

(35)

[ ] (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

[ ] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

[ ] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).

[ ] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

12            52.216-18            ORDERING            OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through three years after date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

13            52.216-19            ORDER LIMITATIONS            OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one (1), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 3450, with no limitations on other items.

(2) Any order for a combination of items in excess of 3450; with no limitations on other items; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

14            52.216-21            REQUIREMENTS            OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule.

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The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four and one-half years after date of contract award.

(End of clause)

15	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	MAR/2007
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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[ XX ] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

[ XX ] 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[ XX ] 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

[ ] 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

[ ] 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

[ XX ] 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

[ ] 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

[ ] 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

[ ] 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

[ XX ] 252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

[ ] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

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- [ ] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- [ ] 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) ( [ ] Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [ ] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- [ XX ] 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- [ XX ] 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [ XX ] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [ XX ] 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- [ XX ] 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
- [ XX ] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [ XX ] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) ( [ ] Alternate I) (MAR 2000) ( [ ] Alternate II) (MAR 2000) ( [ ] Alternate III) (MAY 2002) (10 U.S.C. 2631).
- [ XX ] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

[End of Clause]

1652.211-16VARIATION IN QUANTITYAPR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

- (b) The permissible variation shall be limited to:
- ZERO percent increase; and
- ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

1752.212-4CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMSSEP/2005

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(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in

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accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

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(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

18      252.223-7001      HAZARD WARNING LABELS

DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

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- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

<u>MATERIAL (If None, Insert None.)</u>	<u>ACT</u>

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

19                    252.229-7011                    REPORTING OF FOREIGN TAXES--U.S. ASSISTANCE PROGRAMS                    SEP/2005

(a) Definition. Commodities, as used in this clause, means any materials, articles, supplies, goods, or equipment.

(b) Commodities acquired under this contract shall be exempt from all value added taxes and customs duties imposed by the recipient country. This exemption is in addition to any other tax exemption provided through separate agreements or other means.

(c) The Contractor shall inform the foreign government of the tax exemption, as documented in the Letter of Offer and Acceptance, country-to-country agreement, or interagency agreement.

(d) If the foreign government or entity nevertheless imposes taxes, the Contractor shall promptly notify the Contracting Officer and shall provide documentation showing that the foreign government was apprised of the tax exemption in accordance with paragraph (c) of this clause.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for commodities that exceed \$500.

[End of Clause]

20                    252.246-7000                    MATERIAL INSPECTION AND RECEIVING REPORT                    MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

21                    52.204-4009                    MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION                    MAR/2005

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(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

22	52.216-4021	REQUIREMENTS DEFINITION	JUN/2005
	(TACOM)		

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

23	52.223-4000	ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS	SEP/1978
	(TACOM)		

(a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.

(b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.

(c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-D-G217 <b>MOD/AMD</b>	<b>Page 68 of 68</b>
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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	PROGRESS AND DELIVERY SCHEDULE REPORT & DID MGMT-20227 (T)	14-MAY-2007	002	EMAIL
Exhibit B	SUB EXHIBITS B001, B002, B003 SCHEDULED SERVICE AND REPAIR PARTS FOB ORIGIN DIESEL-YEAR ONE, TWO AND THREE	14-MAY-2007	005	EMAIL
Exhibit C	SUB EXHIBITS C001, C002, C003 SCHEDULED SERVICE AND REPAIR PARTS FOB DEST IRAQ DIESEL-YEAR ONE, TWO AND THREE	14-MAY-2007	005	EMAIL
Exhibit D	SUB EXHIBITS D001, D002, D003 SCHEDULED SERVICE AND REPAIR PARTS LIST FOB ORIGIN GASOLINE- YEAR ONE, TWO, AND THREE	14-MAY-2007	005	EMAIL
Exhibit E	SUB EXHIBITS E001, E002, E003 SCHEDULED SERVICE AND REPAIR PARTS LIST FOB DEST IRAQ GASOLINE- YEAR ONE, TWO, AND THREE	14-MAY-2007	005	EMAIL
Attachment 001	SPECIFICATION	14-MAY-2007	004	EMAIL
Attachment 002	TECHNICAL INFORMATION QUESTIONNAIRE (DIESEL)	14-MAY-2007	009	EMAIL
Attachment 003	TECHNICAL INFORMATION QUESTIONNAIRE (GASOLINE)	14-MAY-2007	009	EMAIL